



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

SMALL BUSINESS RESERVE ONLY

DESIGN AND DEVELOPMENT OF THE MARYLAND HEALTH CARE COMMISSION (MHCC)

LONG TERM CARE (LTC) WEB SITE

**CATS II TORFP #
M00B9200730**

MARYLAND HEALTH CARE COMMISSION

4160 PATTERSON AVENUE

BALTIMORE, MARYLAND 21215

ISSUE DATE: OCTOBER 29, 2009

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	Design and Development of the Maryland Health Care Commission (MHCC) Long Term Care (LTC) Web Site
Functional Area:	Functional Area 2 – Web and Internet Systems
TORFP Issue Date:	10/29/2009
Closing Date and Time:	11/30/2009 @ 4:00 P.M.
TORFP Issuing Agency:	Maryland Health Care Commission (MHCC)
Send Questions and Proposals to:	Sharon Wiggins swiggins@mhcc.state.md.us
TO Procurement Officer:	Sharon Wiggins Office Phone Number: 410-764-3329 Office FAX Number: 410-358-8811
TO Manager:	Carol Christmyer Office Phone Number: 410-764-3575 Office FAX Number: 410-358-8811
TO Project Number:	ADPICS Purchase Order #M00B9200730
TO Type:	Fixed Price plus Times and Materials
Period of Performance:	January 1, 2010 – June 30, 2013
MBE Goal:	0 percent

Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Maryland Health Care Commission 4160 Patterson Avenue Baltimore, MD 21215
TO Pre-proposal Conference:	Maryland Health Care Commission 4160 Patterson Ave., Baltimore, MD, 21215 11/5/2009 at 9:30 A.M. See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, an SBR Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MHCC's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #M00B9200730. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #M00B9200730 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #M00B9200730 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 1A – C Labor Categories
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 16 – Living Wage Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff may be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future

give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Master contractors to review at a reading room at Maryland Health Care Commission, 4160 Patterson Avenue, Baltimore MD 21215. Master contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Master contractor) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Maryland Health Care Commission (“Commission”) is a 15 member independent Commission located within the Department of Health and Mental Hygiene. The Commission is soliciting proposals from CATS II SBR master contractors to provide expertise in the design of the structure and functionality for a robust and expansive Long Term Care (LTC) web site. The scope of work includes design and building of a highly user-friendly web interface for a portal of long term care services that integrate existing Guides with new information highlighting a range of long term care services and creating navigation throughout the site that is straightforward for the novice as well as experienced web user.

2.2 REQUESTING AGENCY BACKGROUND

One of the Commission’s missions is to plan for health system needs, promote informed decision-making, increase accountability, and improve access in a rapidly changing health care environment by providing timely and accurate information on availability, cost, and quality of services to policy makers, purchasers, providers and the public. The Center for Long-term Care and Community-based Services is responsible for the activities to be performed as a result of this TORFP. The Center focuses on improving care by bringing together the data collection, analysis, health planning, and public reporting for nursing home, assisted living, home health, and hospice services.

2.3 ROLES AND RESPONSIBILITIES

The Commission believes strongly that the quality of the work for this project is directly linked to both the continuity and the quality of the staff assigned by the contractor. Unless substitution is approved, key personnel shall be the same personnel proposed in the Contractor’s technical proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the technical proposal. A letter of commitment from each staff member and contractor assigned to the project should be submitted with the proposal. Key personnel may not be removed by the Contractor from working under this Contract as described in the TORFP or the Contractor’s technical proposal without the prior written consent of the TO Manager.

2.4 PROJECT BACKGROUND

Maryland Nursing Home Guide

The Maryland Nursing Home Guide was introduced in August 2001. The current version of the guide includes search capability and comparison reports on approximately 240 Nursing Homes for facility characteristics, contact information, resident information, Center for Medicaid and Medicare (CMS) quality measures, quality indicators, information on annual inspection surveys, and results of an annual experience of care survey for each Nursing Home. The Guide is located at: <http://mhcc.maryland.gov> (click on “consumers”, then select “Nursing Home Guide”).

Maryland Guide to Assisted Living

The Maryland Guide to Assisted Living was introduced in 2005 as a companion to the nursing home guide (<http://mhcc.maryland.gov>, click on “consumers”, then select “Assisted Living Guide”). This guide provides descriptive information about more than 350 assisted living facilities in the state.

2.5 REQUIREMENTS

This TORFP is designed to provide interested master contractors with sufficient information to submit a proposal meeting stated requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. If there is specific functionality that the master contractor feels has not been specified in this TORFP that would compromise the efficiency and effectiveness of the end product or would enhance the end product, such functionality should be addressed in your proposal.

LTC Website Enhancement

The goals for the redesign of the web site are to:

- 1) Integrate the existing Guides into a new and expanded Long Term Care Guide.
- 2) Provide information to support future planning for the continuum of long term care needs.
- 3) Describe the range of services available in Maryland with a broader focus on services that support greater independence for the aging population and people with disabilities or chronic conditions requiring long term care.
- 4) Provide information on certain LTC services that facilitate the comparison of provider characteristics, services, and performance information.
- 5) Design a site that is expandable by MHCC staff and easy to maintain.

The long term care service categories to be added to the integrated guide include: adult day care, congregate housing, congregate meals, caregiver resources, home delivered meals, home health agencies, residential service agencies, nursing referral service agencies, senior centers, technology and transportation assistance, and hospice. Additional sections of the site will be devoted to "General Information & Assistance" and resources for "Preparing for the Future."

The website must be designed and built to support the needs of senior Marylanders and Marylanders with disabilities seeking LTC services for themselves, a family member, or a loved one with consideration for the cognitive and visual challenges that they may have. Structuring the information into a sequence or flow that is intuitive to users is a key task to be achieved by the contractor. In addition, certain functional aspects of the website are essential to the design effort: the capacity for users to select agencies to view more information; a variable search function; and a design that is updateable and upgradeable by MHCC staff.

To accomplish the scope of the project, the selected contractor must first design a LTC portal that introduces each of the service categories contained on the site, and functionally interconnects all service categories. Next, the selected contractor will build the twelve service categories listed and the two sections devoted to resources: "General Information & Assistance" and "Preparing for the Future." Among the services categories, five (5) service categories contain information suited to comparison of agency characteristics and/or performance measures. The remaining seven (7) service categories will largely consist of text or links to other web sites requiring less complex functionality. Attachment 13 is an Excel workbook containing a worksheet for each LTC service category detailing the content items for each service category, the information to be included in comparative functions, and applicable web site links.

2.5.1 TECHNICAL REQUIREMENTS

Technical requirements relate to IT system design or performance required under the TO.

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.6.2 below):
2.5.1.1	Meet with MHCC to finalize the project work plan	2.6.2.1

2.5.1.2	Provide up to three options for graphic design, structure and functionality of the site using the specifications described. The site should be constructed to include information and comparative functionality to promote choice among LTC services or among agencies providing LTC services. Design of the site requires knowledge of long term care topics, web user interface design expertise, proven design creativity, and web design and building capability.	2.6.2.2
2.5.1.3	Functional requirements: we welcome recommendations for improved functionality or features that will increase the web experience for our users, however, the following are functional features to guide the design effort:	2.6.2.3
2.5.1.4	Propose definitive design for approval of MHCC through submission of application design document and other supporting materials	.6.2.4
2.5.1.-5	Specific to the nursing home component build the capacity for users to view a three year trend of the results of inspection surveys.	2.6.2.5
2.5.1.-6	Implement a front end user survey	2.6.2.6
2.5.1.7	Implement a site map of the final site.	2.6.2.7
2.5.1.8	To ensure seamless operations between the various components of the Commission web site	2.6.2.-8
2.5.1.9	The LTC web site will be hosted by the MHCC server. Adhere to MHCC requirements fro web development.	2.6.2.-9
2.5.1.10	Built-in capability for Commission staff to maintain, update and upgrade the website is a key deliverable.	2.6.2.-10
2.5.1.11	The web site operation must include the capability to make updates to text and existing fields and the addition of new records to a field.	2.6.2.-11
2.5.1.12	Include easily updateable web pages and SQL tables	2.6.2.12
2.5.1.13	Execute the design of the web portal and build the services components	2.6.2.-13
2.5.1.14	Host a test site for review and validation of effective navigation and design – make corrections; provide	2.6.2.-14

	documentation of fix, submit to retest and buy-off by contract monitor	
2.5.1.15	Provide complete written documentation for upgrading, maintenance, and replication of the design characteristics of the site. As needed, training of MHCC staff	2.6.2.15
2.5.1.16	Site installed, fully tested, and operational on the MHCC server	2.6.2.16

2.5.2 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

Non-functional, non-technical requirements may include any requirements not related to IT system make-up or business processes. Examples are personnel tasks, SDLC documentation, required meetings, etc.

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # (From section 2.6.2 below):
2.5.2.1	Submit Progress Reports	2.6.2.18
2.5.2.2	Attend meetings	2.6.2.19
2.5.2.3	Satisfy Timetable	2.6.2.20
2.5.2.4	Maintain Key Personnel	2.6.2.21
2.5.2.5	Reports & Deliverables - Submit specified number of copies of all reports, data files and documentation	2.6.2.22
2.5.2.6	Maintain Confidentiality	2.6.2.23
2.5.2.7	Contract Years 1 and 2	2.6.2.24

2.6 DELIVERABLES

2.6.1 DELIVERABLE SUBMISSION PROCESS

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.10 Invoicing).

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The Commission expects that the entire project can be completed in a six to ten (6-10) month time frame. In year 1 and year 2, if utilized, the contractor shall be responsible for new development and/or site maintenance operations. Year 1 and 2 tasks will be initiated on a work order basis with the approval of the Contract Manager. No minimum or maximum number of hours will be guaranteed.

ID #	Deliverable Description	Acceptance Criteria
2.6.2.1	Meet with MHCC to finalize the project work plan	The work plan shall contain a project management flow chart (for example, Microsoft Project) showing all major steps of the project with specific tasks and dates for completion of each step. In addition, the work plan shall identify all inputs/resources needed for the project. Each of the major steps shall be broken into specific tasks along with the name(s) and position title(s) of each staff member responsible for each task and the number of hours assigned for each individual to each deliverable. The contractor shall meet with the Commission's contract monitor within 15 days following contract award to finalize the project

		work plan for the contract period.
2.6.2.2	<p>Provide up to three options for structuring the site using the functional specifications described. The site should be constructed to include information and comparative functionality to promote choice among LTC services or among agencies providing LTC services. Design of the site requires knowledge of long term care topics, web user interface design expertise, proven design creativity, and web design and building capability.</p>	<p>The contractor will provide up to three options for structuring the site that will merge new materials with current LTC applications (the nursing home and assisted living Guides) for MHCC consideration. Web sites containing features we like are: vhi.org; eldercare.gov; “MyHealthCareOptions™”; and floridahealthfinder.gov.</p> <ul style="list-style-type: none"> • Virginia Health Information (http://www.vhi.org/) has a pleasing uncluttered look to the web pages; navigation is easy and generally intuitive; the VHI nursing facility guide uses a file folder “look” with tabs to organize the types and layers of facility information. VHI, however, does not include the wide range of information that is contained in the Maryland Nursing Home Guide. The Eldercare Locator, part of Department of Health & Human Services (DHHS) “eldercare.gov”, also uses a file folder format similar to vhi.org to present individual agency information. ▪ “MyHealthCareOptions™” (http://hcqcc.hcf.state.ma.us/) developed by the Massachusetts Health Care Quality and Cost Council has a tool for selecting hospitals and procedures to display performance information that has an uncluttered look. Graphics are also used to enhance performance information. ▪ Florida Health Finder (www.floridahealthfinder.gov) includes a section on “Brochures and Guides” that provides an efficient way to link to multiple web sites or text pages within a web site. The Florida nursing home guide uses an efficient way of displaying the facility details. <p>Structural design will need to consider that content may be viewed on handheld devices as well as desktop computers and be adaptable to future technological innovations. The website content to be arranged and incorporated into the LTC portal will be provided by Commission staff.</p>
2.6.2.3	<p>Functional requirements: we welcome recommendations for improved functionality or features that will increase the web experience for our users, however, the following are functional features to guide the design effort:</p>	<p>Understandability of the site by the target audience is the highest priority. The design should maximize usability and accessibility by organizing information into discrete parts that are one web page or less in length as well as providing layers of information with further detail.</p> <ul style="list-style-type: none"> ▪ Functional features such as commands or highlighting on scrolling should be implemented consistently throughout the site.

		<ul style="list-style-type: none"> ▪ Where definitions are needed, an automatic pop-up type definition is preferred. (This feature is used by many online commercial sales catalogs such as L.L.Bean®, Ebay®, etc). ▪ Inclusion of tools that assist users to search by service category, agency name, and geography (zip code or county). Evaluate the current search capability used in the nursing home and assisted living guides for improved functionality. Any recommended changes to existing guides will become part of this scope of work. Search capability and search function should be the same across all service categories that support a search capability (currently five (5) service categories: adult day care, assisted living, home health, hospice, nursing home). ▪ Five service categories (adult day care, assisted living, home health, hospice, and nursing homes) contain data that is appropriate for comparison between facilities. Evaluate the current compare capability used in the nursing home and assisted living guides to make recommendations for improved functionality and understandability by the novice user. After approval of final functionality by MHCC, build the search capability for the three new service categories (Adult Day Care, Home Health, and Hospice) and implement functional improvements to the compare function of the nursing home and assisted living guides as needed. ▪ Incorporation of graphics, symbols or other media to enhance user understanding of the information (see The Joint Commission web site Quality Check™ tool for examples of symbols). ▪ Use of variable font: size, type, color, and contrasting background will be selected to be highly legible to individuals with diminished visual capacity in keeping with the requirements of Section 508. ▪ Capability for the user to download and print pages throughout the site. ▪ Presentation of information for consumers in a manner that: <ul style="list-style-type: none"> ▪ Maximizes the understanding of the content by a non-technical audience ▪ Minimizes the need for technical knowledge ▪ Explains any technical terms that cannot be eliminated ▪ Provides a function for the user to access alternate expanded information ▪ Limits the use of acronyms
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		<ul style="list-style-type: none"> Explains any technical terms and acronyms that cannot be eliminated
2.6.2.4	The Commission intends to convene a meeting of stakeholders to provide feedback on design(s) proposed by the contractor.	<p>The contractor shall attend the meeting, explain the proposed design(s), gather and assimilate the feedback to understand consumer preferences and integrate the meeting feedback with MHCC staff input to propose a final design of the web site.</p> <p>Note: this meeting is an important part of the scope of work and is not considered to be unit work as defined in Attachment 2 Deliverable Worksheet.</p>
2.6.2.5	Propose definitive design for approval of MHCC through submission of application design document and other supporting materials	The contractor shall submit a written application design plan for the selected design to the MHCC prior to the start of building the site . Specifications for the content of the design document are contained in Attachment 14. "Requirements for Web Development". The application design plan must include specific detail to enable Commission staff to determine how future enhancements to the site will be accomplished. The plan shall include, but not be limited to: a flowchart of the design, complete software description(s), table descriptions, proposed code(s), a crosswalk to the content for each service category specified in Attachment 13, complete descriptions of functional components, and other pertinent information deemed important to the contractor in communicating the application design plan. The design plan shall be approved by MHCC prior to building the site. All approved requirements must be followed as approved in building the web site.
2.6.2.6	Specific to the nursing home component	Build the capacity for users to view a three year trend of the results of inspection surveys. Make recommendations for display of inspection results to enhance user understanding; upon approval by MHCC incorporate recommended changes to this component. Attachment 13 shows one way to display inspection results.
2.6.2.7	Implement a front end user survey	Required for entry into the site that, at a minimum, will provide a count of users by zip code and user type.
2.6.2.8	Implement a site map of the final site.	

2.6.2.9	To ensure seamless operations between the various components of the Commission web site	The contractor must adhere 100% to the MHCC standards for website design.
2.6.2.10	The LTC web site will be hosted by the MHCC server.	Therefore, any development must be compatible with MHCC existing software and hardware. All web development requiring data calls must be done using VB.NET in Microsoft Visual Studio 2008 and must be designed to be accessible to non-visual users. The Maryland Information Technology Non-visual Access Website (http://doit.maryland.gov/policies/Pages/nva.aspx) provides additional guidance for this area. Static pages with no data calls should be done in html. The Web server environment is Microsoft Windows Server 2008, IIS V7, and NET V3.5, using Microsoft SQL Server 2005 and pages must be compatible at a minimum with current versions of Firefox and Internet Explorer.
2.6.2.11	Built-in capability for Commission staff to maintain, update and upgrade the website is a key deliverable.	The proposed structure must be expandable including the capability for Commission staff to add new service categories as component web pages; add additional agencies, program sites or facilities within a service category; and edit existing text and table information as needed. Additionally, a utility program with password protection should be built into site operations to facilitate changes in existing agency profile information such as name and contact information. As an example; the current Maryland Nursing Home Guide section called "facility information" has a utility that allows authorized users to change any item contained in that section.
2.6.2.12	The web site operation must include the capability to make updates to text and existing fields and the addition of new records to a field.	These are updates that MHCC staff or the providers themselves should be able to edit, for example the name of the agency, phone number, etc. Any utility built to accommodate updates should minimize staff time and steps needed to complete updates.
2.6.2.13	Include easily updateable web pages and SQL tables	Format and structure easily modified to accommodate new fields, new pages, and new tables; includes ANY new field, page or section that did not exist during the initial development.
2.6.2.14	Execute the design of the web portal and build the services components	Build the services components according to the design document and using content supplied by the Commission. MHCC staff will provide information about services in one of two content formats:

		1) a data file of service providers that contains agency address; contact information; agency characteristics; and, as applicable, performance information, or; 2) written information such as static web pages or links to another web site.
2.6.2.15	Host a test site for review and validation of effective graphics, navigation and design – make corrections; provide documentation of fix, submit to retest and buy-off by contract monitor	<p>The test site will be available by password for individuals designated by MHCC for purpose of verifying that the web site meets the graphic design, functionality and system requirements as defined in this TORFP. The test site will remain operational for at least 10 business days and until all design elements and functions are tested and approved.</p> <ul style="list-style-type: none"> • Make corrections; provide documentation of fix, submit to retest and buy-off by contract monitor. • Document all comments received, categorize into groupings, and assign a disposition to each comment • A written list of feedback will be communicated to the Commission's contract monitor weekly during the test period. A complete written listing of comments and disposition shall be provided as part of the documentation provided
2.6.2.16	Provide complete written documentation for upgrading, maintenance, and replication of the design characteristics of the site. As needed, provide training of MHCC staff	<ul style="list-style-type: none"> • The contractor will document the information and steps needed to build any interactive complements of the web site and provide a written flowchart that describes the source of data/information, format of data/information, any data processing required, how data is obtained and functionality. • In addition, the contractor will document for each link to another web site the date downloaded, website address, name of site and document name.
2.6.2.17	Site installed, fully tested, and operational on the MHCC server	The site shall be installed, fully tested, and operational on the MHCC server at least two (2) weeks prior to implementation of the site.
2.6.2.18	Submit Progress Reports	Except as specified above, the contractor shall provide bi-weekly written progress reports due by the 1st and 3rd Wednesday of each month detailing accomplishments, problems encountered, corrective action, and the contractor's compliance with the deliverable schedules. The progress reports will be electronic documents in Microsoft Office formats. Every week, the contractor shall brief

		Commission staff on the project in person or by teleconference.
2.6.2.19	Attend meetings	Website enhancements will be made in consultation with LTC providers/stakeholders. In addition to the meeting described in 2.6.2.4 and if directed by the MHCC contract monitor, the contractor shall attend designated meetings to brief attendees about changes to the guide. Such work will be considered unit work as specified in Attachment 2. Attendance at meetings is estimated to be up to 6 hours, but no guarantee of a minimum number of meeting hours is made.
2.6.2.20	Satisfy Timetable	The contractor shall meet the timeframes specified.
2.6.2.21	Maintain Key Personnel	The Commission believes strongly that the quality of the work for this project is directly linked to both the continuity and the quality of the staff assigned by the contractor. Unless substitution is approved, key personnel shall be the same personnel proposed in the Contractor's technical proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the technical proposal. A letter of commitment from each staff member and contractor assigned to the project should be submitted with the proposal. Key personnel may not be removed by the Contractor from working under this Contract as described in the TORFP or the Contractor's technical proposal without the prior written consent of the Contract Manager.
2.6.2.22	Reports & Deliverables - Submit specified number of copies of all reports, data files and documentation	The contractor shall prepare and deliver to the Commission two (2) paper copies and two (2) electronic copies of any report or deliverables required to fulfill this contract as approved by the contract monitor.
2.6.2.23	Maintain Confidentiality	In the course of collecting and analyzing these data, the contractor may have access to information that LTC agencies consider proprietary and confidential. It is the policy of MHCC that proprietary agency information must be protected. The contractor shall be bound by all relevant confidentiality requirements in applicable state and federal laws and regulations regarding personal identifying information. The contractor shall be responsible for safeguarding the confidentiality of information by any subcontractor it employs. The importance of such safeguards cannot be overstated. The release of any confidential or proprietary information will be considered a breach of contract and may lead to the termination of the

		<p>contract.</p> <p>The successful contractor will be required to sign a MHCC data use agreement (DUA) as part of the contract. The data use agreement limits the ways in which the contractor may use the data and requires the return/destruction of any MHCC-provided data held by the contractor. A MHCC DUA is included as Attachment 15.</p>
2.6.2.24	Contract Years 1 and 2	<p>Year 1 and 2 activities, if utilized may include briefing of groups convened or designated by MHCC on the site changes and features; design and building of enhancements to the site; new development, and or site maintenance operations. Year 1 and 2 activities will be initiated on a work order basis. The maximum number of hours to be utilized in years 1 and 2 are flexible; no minimum or maximum number of hours is guaranteed. The master contractor shall submit a fully loaded fixed price hourly rate for each year.</p>

2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.8 CONTRACTOR PERSONNEL MINIMUM EXPERTISE REQUIRED

The Master Contractor and proposed staff assigned to the project must document a minimum of three years experience and a professional level of expertise in design and building of web sites of a comparable nature.

2.9 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

The contractor must document a minimum of three years designing web sites of a similar nature and experience in communicating similar information to comparable audiences.

2.10 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.6.2.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.11 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland Health Care Commission as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland Health Care Commission at the following address: Carol Christmyer, Chief of Long-Term Care Quality Initiative, 4160 Patterson Avenue, Baltimore, Maryland 21215
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did or did not submit proposals. The form is accessible via the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. A TO Proposal shall contain the following sections in order:

3.2.1 Format and Content

Proposals shall be clear and precise and shall affirmatively address all points as outlined in Section 2. The Master contractor shall describe in detail the ability to perform the work outlined. Master contractors will be rated on the basis of information contained in their technical and financial proposals. Failure to fully address all requirements may result in the applicant not receiving a sufficient rating to be judged a qualified master contractor. All information necessary to complete the scope of work deemed important by the vendor should be included in the proposal. All master contractors shall present their technical proposal in the following manner:

- 1. Statement of the Problem**
- 2. Proposed Work Plan**
- 3. Master Contractor Experience and Qualifications of Staff**
- 4. Master Contractor Experience and Qualifications**

3.2.2 Statement of the Problem

The vendor shall clearly demonstrate an understanding of the objectives and goals of the Commission relative to the scope of work described in this RFP; an understanding of the full scope of work which is the subject of this solicitation; and an analysis of the effort and resources needed to accomplish the specific objectives of this RFP. The "Statement of the Problem" should be limited to no more than five (5) pages.

3.2.3 Proposed Work Plan

The vendor shall give a definitive, but concise description of the proposed plan to meet the scope of work and specific activities to be performed as described. The plan shall include the specific methods to be used by the vendor in providing the required services. The work plan should identify the contract deliverables and specific tasks to achieve them. This section should include:

- a scheduling matrix of contractor/subcontractor staff (by name and title) utilization in hours for meeting the requirements of each task described which should sum to the total staff hours allocated to this contract; (use attachment 2 "Deliverable worksheet to document the above requirements).
- a list of contractor/subcontractor staff with the percent of their total work time dedicated to this contract; and,
- any provision or input the master contractor will require from MHCC. Resources, other than staff that may be recommended to complete project activities, should also be described in this section.

The proposed work plan should also demonstrate the capability of the master contractor to successfully manage the overall project and subordinate tasks. The work plan should include an outline of the management practices employed by the firm including control mechanisms used for projects requiring varying staff skill mixes and changing workloads including a description of how subcontractors, if utilized, will be managed.

3.2.4 Master Contractor Experience and Qualifications of Staff

This section should describe how the proposed staff experience relates to the expertise needed by the TORFP.

- Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- Documentation that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.
- Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

3.2.5 Master Contractor Experience and Qualifications

This section should describe overall capabilities of the organization to meet the requirements of the TORFP. Include descriptions of selected engagements for other clients involving services comparable or equal to those requested by this TORFP that were performed by the vendor. Include a description of the experience of the organization in design and building of web sites of a similar nature and a link to a similar web application that demonstrates the ability of the organization.

- Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
- Name of organization.
- Point of contact name, title, and telephone number
- Services provided as they relate to Section 2 - Scope of Work.
- Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.

3.2.6 State of Maryland Experience

The Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- a) The State contracting entity.
- b) A brief description of the services/goods provided.
- c) The dollar value of the contract.
- d) The term of the contract.
- e) Whether the contract was terminated prior to the specified original contract termination date.
- f) Whether any available renewal option was not exercised.
- g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

3.2.7 Financial Response

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Master contractors shall enter all price information on Attachment 1 thru 1C Completed Financial Proposal; and
- C) The Financial Proposal sheet requires proposed prices for the fixed work under this contract. The Financial Proposal Work Sheet (Attachment 1 and 1A) requires the master contractor to complete the sheet with information pertinent to the deliverables described in Section 2.6.2 with the proposed staff title, staff name, and the number of hours proposed for completion. Master contractors are required to enter prices for the base year and the two additional years. The base year contract will be paid using a firm fixed price. Year 1 and 2 of the contract will be paid using time and materials. The actual amount paid to the Master Contractor will be calculated using the firm fixed price as specified on the Financial Proposal sheet (Attachment 1C), the hour rates and the actual number of hours authorized and accepted by the MHCC. No minimum or maximum number of hours is guaranteed.

SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- A. Proposed work plan
- B. Experience of proposed staff
- C. Corporate qualifications
- D. Statement of the problem

A. *Proposed Work Plan*

1. The overall approach to effectively integrating new content with existing Guides and achieving a highly user friendly interface.
2. The approach to determining a structure for the proposed content i.e. organizing multiple levels of information for novice web users.
3. The approach to creating navigation that is straightforward for a novice as well as an experienced web user.
4. The approach to ensuring functional requirements outlined in 2.6.2 are incorporated into the design.
5. The approach to assuring future expandability of the site and updating of the site by MHCC staff.
6. A discussion of how the Master Contractor will use feedback from MHCC and stakeholders to revise the design, if revisions are needed. The capability to host a prototype site and conduct testing to validate effectiveness of the site.
7. The approach to providing documentation of all site operations and maintenance procedures upon completion of the site.
8. Are the proposed time frames realistic?
9. Feasibility and reasonableness of the project and task-specific management approach given the requirements specified .To what extent does the proposed work plan succeed in meeting the requirements of the TORFP?

B. *Master Contractor Experience And Qualifications Of Staff*

1. Combined experience of the proposed staff in design and building of web sites of a comparable nature.

2. Combined experience of staff in communicating LTC information to the intended audience.
3. Experience of the proposed project manager and other key staff in design and building of web sites of a comparable nature. How well are the named individuals matched to this project with respect to their past work experience and credentials?
4. Experience of staff in working with stakeholder feedback to design comparable products.
5. Are letters of commitment from each staff member assigned to the project included?

C. Master Contractor Experience and Qualifications

1. Does the Master Contractor demonstrate corporate experience with the types of work needed to complete the work outlined in the TORFP?
2. The amount of corporate experience conducting comparable work.
3. Does the Master Contractor describe a corporate commitment to providing quality services by demonstrating a defined quality assurance program?
4. Is there evidence of demonstrated ability to produce high quality deliverables within fixed costs and time frameworks?
5. Are there sufficient facilities and personnel to complete the task within the time frame?

D. Statement Of Problem

1. Has the Master Contractor clearly demonstrated an understanding of the scope of work required by this TORFP?
2. Has the master contractor clearly demonstrated an understanding of the goals and mission of the MHCC as it relates to the work proposed in this TORFP?
3. Is the specific contribution sought by this solicitation understood?

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.2 – 3.2.6 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, the technical proposal will be afforded more weight than the financial proposal. If, however, the technical ranking is essentially equal for two or more master contractors, the cost as described in the financial proposal may become the primary determinant of award.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1 – LABOR CATEGORIES BASE YEAR

PRICE PROPOSAL (FIXED PRICE)

TORFP # M00B9200730

Labor Categories	A	B	C
	Hourly Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)	\$		\$
	\$		\$
	\$		\$
	\$		\$
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	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Evaluated Price			\$

ATTACHMENT 1A – Labor Categories Year 1

PRICE PROPOSAL (TIME AND MATERIALS)

TORFP # M00B9200730

Labor Categories	A	B	C
	Hourly Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)	\$		\$
	\$		\$
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	\$		\$
	\$		\$
	\$		\$
Total Evaluated Price			\$

ATTACHMENT 1B – Labor Categories Year 2

PRICE PROPOSAL (TIME AND MATERIALS)

TORFP # M00B9200730

Labor Categories	A	B	C
	Hourly Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)	\$		\$
	\$		\$
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	\$		\$
	\$		\$
	\$		\$
Total Evaluated Price			\$

Total Contract Price (Base Year + Year 1 + Year 2) = \$_____

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1C - PRICE PROPOSAL FORM

Price Proposal for CATS II TORFP # M00B9200730

Identification	Deliverable	Proposed Price Base Year	Contract Year 1	Contract Year 2
# of Deliverable	Title of Deliverable			
Total Proposed Fixed Price				

Authorized Individual Name

Company Name

Title

Company Tax ID #

Submit as a .pdf file with the Financial Response

Attachment 2 - Deliverable Worksheet

Deliverable	Staff Title	Staff name	# hours
Finalize the project work plan (payment of 10% after approval of work plan)			
Total hours			
Provide up to three options for structuring the site (payment of 10% after review of design by MHCC staff)			

Total hours			
Present for review and feedback up to three prototype designs (payment of 20% after meeting feedback is documented by the Master Contractor and submitted to MHCC)			
Total hours			
Propose definitive design; build the web portal and services components (payment of 20% upon approval of design by MHCC staff)			
Total hours			
Host a test site for review and evaluation (payment of 20% upon initiation of test site)			

Total hours			
Provide complete written documentation			
Total hours			
Site installation, tested, operational (payment of 20% upon delivery of all deliverables as specified)			

Total hours			

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# M00B9200730 OF MASTER CONTRACT #060B9800035

This Task Order Agreement ("TO Agreement") is made this day of _____, 2009 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland Health Care Commission.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. "Agency" means the Maryland Health Care Commission, as identified in the CATS II TORFP # M00B9200730.
 - b. "CATS II TORFP" means the Task Order Request for Proposals # M00B9200730, dated MONTH DAY, YEAR, including any addenda.
 - c. "Master Contract" means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____, 2009.
 - d. "TO Procurement Officer" means Sharon Wiggins. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. "TO Agreement" means this signed TO Agreement between Maryland Health Care Commission and TO Contractor.
 - f. "TO Contractor" means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. "TO Manager" means Carol Christmyer of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. "TO Proposal - Technical" means the TO Contractor's technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. "TO Proposal – Financial" means the TO Contractor's financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - j. "TO Proposal" collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
 - 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be

treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three years, commencing on the date of Notice to Proceed and terminating on June 30, 2013.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MARYLAND HEALTH CARE COMMISSION

By: Sharon Wiggins, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Master Contractor, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Master Contractor warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Master Contractor agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Master Contractor shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Master Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TECHNICAL PROPOSAL

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

Directions to the Maryland Health Care Commission—

From Beltway (695): Take exit 18A (Lochearn, Route 26). Follow Liberty Road for several lights; when you see a cemetery (Woodlawn Cemetery) on your right, turn left at the next light onto Patterson Avenue. Follow Patterson Avenue; cross Wabash Avenue and the railroad tracks. After passing the Home Depot, turn left. The Commission is located in the Reisterstown Plaza at the corner of Patterson Avenue and Reisterstown Road.

From downtown Baltimore: Take I-83 North to Northern Parkway, West (2nd exit). Follow Northern Parkway. After passing Park Heights Avenue, turn right onto Reisterstown Road. The next light after passing Ford's Lane is Patterson Avenue. Turn left onto Patterson Avenue, and take the first right into the mall.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #M00B9200730

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Carol Christmyer, Chief of Long-term Care Quality Initiative of the Maryland Health Care Commission will serve as your contact person on this Task Order. TO Manager can be reached at 410-764-3575 and cchristmyer@mhcc.state.md.us.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Sharon Wiggins, Procurement Officer
Task Order Procurement Officer

Enclosures (2)

cc: Carol Christmyer
Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Design and Development of the Maryland Health Care Commission (MHCC) Long Term Care (LTC) Web Site**

TO Agreement Number: #M00B9200730

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Carol Christmyer

_____	_____
TO Manager Signature	Date Signed

Name of TO Contractor's Project Manager: _____

_____	_____
TO Contractor's Project Manager Signature	Date Signed

SUBMIT AS REQUIRED IN SECTION 2.5.2 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Health Care Commission

TORFP Title: 10-005 Design and Development of the Maryland Health Care Commission (MHCC) Long Term Care (LTC) Web Site

TO Manager: Carol Christmyer, 410-764-3575

To:

The following deliverable, as required by TO Agreement #M00B9200730, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐

Is accepted as delivered.

☐

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.5.2 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____, 200_, by and between _____ (hereinafter referred to as "the MASTER CONTRACTOR ") and the State of Maryland (hereinafter referred to as " the State").

MASTER CONTRACTOR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP#M00B9200730 for 10-005 Design and Development of the Maryland Health Care Commission (MHCC) Long Term Care (LTC) Web Site. In order for the MASTER CONTRACTOR to submit a TO Proposal, it will be necessary for the State to provide the MASTER CONTRACTOR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, MASTER CONTRACTOR agrees as follows:

1. MASTER CONTRACTOR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the MASTER CONTRACTOR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the MASTER CONTRACTOR shall provide originals of such executed Agreements to the State. Each employee or agent of the MASTER CONTRACTOR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the MASTER CONTRACTOR.
3. MASTER CONTRACTOR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the MASTER CONTRACTOR does not submit a Proposal, the MASTER CONTRACTOR shall return the Confidential Information to Sharon Wiggins, Procurement Officer, Maryland Health Care Commission, 4160 Patterson Ave., Baltimore, MD 21215 on or before the due date for Proposals.
4. MASTER CONTRACTOR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the MASTER CONTRACTOR'S failure to comply with the requirements of this Agreement. The MASTER CONTRACTOR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the MASTER CONTRACTOR or any employee or agent of the MASTER CONTRACTOR to comply with the requirements of this Agreement, MASTER CONTRACTOR and such employees and agents of MASTER CONTRACTOR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. MASTER CONTRACTOR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. MASTER CONTRACTOR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the MASTER CONTRACTOR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the MASTER CONTRACTOR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

MASTER CONTRACTOR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland ("the State"), acting by and through its Maryland Health Care Commission (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for 10-005 Design and Development of the Maryland Health Care Commission (MHCC) Long Term Care (LTC) Web Site

TORFP No. **M00B9200730** dated October 29, 2009, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

Name: _____

Title: _____

Date: _____

Maryland Health Care Commission:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORF

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight@doit.state.md.us with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes ☐ No ☐ (If no, explain why) _____

D) Was the substitute approved by the agency in writing?

Yes ☐ No ☐ (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)
%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes ☐ No ☐ (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)
%

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes ☐ No ☐ (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes ☐ No ☐

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes ☐ No ☐ (If no, explain why) _____

B) Does the change management procedure include the following?

Yes ☐ No ☐ Sections for change description, justification, and sign-off

Yes ☐ No ☐ Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes ☐ No ☐ A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes ☐ No ☐

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes ☐ No ☐ (If no, explain why) _____

ATTACHMENT 13 – LTC WEB EXPANSION DETAIL WORKBOOK

ATTACHMENT 14 - REQUIREMENTS FOR WEB DEVELOPMENT



Requirements for Web Development

Last Update: 10/16/2009

General Requirements

MHCC adheres to Department of Information Technology data security standards that are described at <http://doit.maryland.gov/>.. MHCC conforms with State of Maryland branding conventions described at <http://doit.maryland.gov/WebCom/Pages/BrandingGuidelines.aspx>.

All web development must be done using VB.NET in Microsoft Visual Studio 2008 and must be designed to be fully accessible to non-visual users (see *accessibility requirements*). The Web server environment is Microsoft Windows Server 2008, IIS V7, .NET V3.5, using Microsoft SQL Server 2005.

All applications will be fully developed and tested in the developer's test environment before installation on an MHCC server where it will be tested in the production environment. MHCC will be notified before installation on an MHCC production server. All software, web application design and database structures must be approved by MHCC prior to development. Deliverables include installation and testing to be completed on the MHCC server at least 2 weeks prior to being live on the website.

All user data queries, including inputs such as variables, text boxes, URL parameters, to the SQL Server must be coded to prevent SQL injection attacks by not allowing client-supplied data to directly modify the intended SQL statement syntax.

The highest priority of the development is to design the application so that data updates and modifications or additions to the application can occur in a straightforward and simple manner by the staff of the Commission. The following should be met in the application design:

1. when data updates are needed, a simple replacement of the SQL tables should be all that is necessary for the application to run
2. when modifications are needed to the language on the web pages, the amount of information presented, or addition of new pages, these can be easily integrated into the existing application by Commission staff.

Resumes, a letter of commitment, references and samples of similar work done within the past year must be provided from web application staff with the bid. If the application development is subcontracted, the same items are required.

Accessibility Requirements

Maryland law requires that all state websites be accessible to non-visual users. COMAR 17.06.02 requires that Maryland state government agencies provide information technology (IT) that is non-visually accessible. IT includes web sites, which are a primary means for the public to gain information about and access to services from the state. This law is compliant with federal standards in Section 508B which is an amendment to the Workforce Rehabilitation Act of 1973, requiring that all electronic information developed or purchased by the federal government be made accessible to people with disabilities.

Any use of java scripting, AJAX or any other type of scripting or code must accommodate non-visual access to the application. The vendor is expected to be familiar with accessibility law and to be able to develop web applications accordingly.

Search Engine Requirements

The Commission uses Google Analytics to analyze utilization of the website. Google tracking code must be inserted on all web pages to facilitate this analysis. The code could be used as part of the website template and is as follows:

```
<script src="http://www.google-analytics.com/urchin.js" type="text/javascript"></script>
<script type="text/javascript"> _uacct = "UA-438103-1"; urchinTracker(); </script>
```

Requirements for Web Development

Application Testing Requirements

1. All software applications shall be thoroughly tested before delivery. The vendor shall document the tests that were conducted. The testing shall be appropriate to the application developed. Applications should be tested using real data which can be obtained from MHCC.
2. Applications will be tested thoroughly on the MHCC server before going live and testing will be complete at least 2 weeks prior to production.

Deliverables

The vendor shall provide MHCC with an application design document prior to the start of development which will include the following:

- Flow chart of the application
- Description of how the application will be coded
- Description of how ADA compliance will be addressed
- preliminary structure of the SQL tables used
- design and implementation schedule
- any software acquisition which is not specified here must be pre-approved by the Commission

The final application design shall provide the following:

- electronic copy of data dictionary including data source, field names, labels, type, length, valid value range, whether missing values are valid. If Access or SQL database used, then need same info for each table.
- Help screens
- Flow chart of the application including decision-making points and screen shots with the field names noted
- Documentation of database tables and views with keys identified
- an electronic copy of all developed software and web pages
- documentation of any data cleaning and/or processing procedures
- documentation of the data update process

If the application is a web-based survey then the following must also be included:

- List of error checks and messages programmed for each input field,
- Skip patterns (if questions can be skipped depending on facility type or question),
- Calculated and pre-loaded fields identified indicating their source and the calculation
- Drop-down box values
- Help screens

ATTACHMENT 15 - MHCC DATA USE AGREEMENT

Contract Number M00B9200730

AGREEMENT REGARDING DATA COLLECTED ON BEHALF OF THE MARYLAND HEALTH CARE COMMISSION

This is an agreement between the _____, hereafter "Contractor," and the Maryland Health Care Commission (MHCC). It is for the purpose of ensuring the confidentiality, integrity and security of data collected by the contractor in conducting a survey of responsible parties or users of long term care services in Maryland agencies.

1. **Conditions Stating Scope of Use of the Information.** The Contractor warrants that the facts, statements, and other representations made in its Contract with the MHCC regarding the projected scope of use of the information and all other aspects of the information are complete and accurate. The Contractor is bound by the terms of its Contract in the protection of any data obtained in the course of this contract. At the conclusion of this agreement or on the completion of work, the Contractor will return all data files, including analysis files developed for work under the contract and certify to the MHCC that all data has been removed from the Contractor's system and that all back-up files have been destroyed by the Contractor.
2. **Conditions Establishing Safeguards for Protection of Data Confidentiality.** The Contractor warrants that all personally identifiable or respondent-specific information will be maintained on a password-protected computer and in a locked office. No respondent information will be disclosed to any person or entity outside of the parties stated under the contract and in supporting documentation. The terms of the contract are express representations, which the Contractor warrants and guarantees it will perform and are included among its obligations under this Agreement. The Contractor shall not disclose, release, reveal, show, sell, lease, loan, or otherwise grant access to the data covered by this agreement except as expressly authorized under the terms of the contract. Within the Contractor's organization, access to the data shall be limited to the minimum number of individuals necessary to achieve the purpose and access shall be granted only on a need-to-know basis.
3. **Breach of Agreement.** Any unauthorized use of the data provided or collected by virtue of this agreement shall constitute a breach of the agreement. Any breach of security or unauthorized disclosure shall constitute a breach of this agreement. Any violation of state or federal law with respect to disclosure of this data shall constitute a breach of this agreement. Notwithstanding the breaches specifically enumerated above, any other failure by the Contractor to comply with the terms and obligations of this Agreement may constitute a breach of the agreement. Any alleged failure of the MHCC to immediately claim or act upon a breach does not constitute a waiver of a breach.

4. **Consequences upon Breach of Agreement.** In the event that the MHCC, in its sole discretion, has a reasonable belief that the Contractor is in breach of this agreement, it may choose among the following options: a) to investigate the matter, including on-site inspection for which the Contractor shall provide access; b) to resolve the dispute by a plan of correction or other alternative; or c) to declare a breach and demand the return of any and all data released or collected under this agreement and to provide no further data.
5. **Other Remedies.** Notwithstanding and in addition to the special provisions referenced in paragraph 4. above, the MHCC may exercise any and all legal, equitable, and criminal referral remedies in the event of a breach of this agreement. In the event that the MHCC succeeds in a court action to invoke injunctive relief for a violation of this agreement, the Contractor shall pay reasonable attorney's fees and costs to the MHCC. The Contractor agrees to indemnify and hold harmless the MHCC for any harm to third parties resulting from any breach by the Contractor of the terms of this Agreement and to cooperate with the MHCC in its defense of any third party claim involving the Contractor's activities under this agreement.
6. **Rights in Data.** The parties agree that the MHCC retains all ownership rights to the data collected and reports produced under the contract referenced by this agreement and that the Contractor does not obtain any right, title, or interest in the data furnished by or collected on behalf of the MHCC.

The contractor may request, in writing, use of data without individual identifiers for research purposes. Such requests will be considered by the MHCC for up to six months following completion of the contract.

7. **Modification.** The terms of this agreement may only be changed by a written modification to this agreement, or by the parties adopting a new agreement.
8. **Jurisdiction.** The terms of this agreement shall be governed by the laws of Maryland and the Contractor acknowledges doing business in Maryland and agrees to submit to the jurisdiction of the courts of Maryland in the event of an alleged breach of this agreement.
9. **Custodian.** The following named individual is designated as "Custodian" of the files on behalf of the Contractor and will be personally responsible for the observance of all Conditions of Use, for the protection of confidentiality and security of the data, and for other obligations under this agreement.
10. **Acknowledgements and Signatures.** On behalf of the Contractor, _____, the undersigned individual hereby attests authorization to enter into this agreement and agrees to all the terms specified herein.

Printed Name

Signature

Date

Name and Title of Custodian Typed or Printed

Signature

Date

On behalf of the MHCC, the undersigned individual hereby attests authorization to enter into this agreement.

Bruce Kozlowski

Director, Center for Long-term and Community-based Services

Signature

Date

Maryland Health Care Commission

4160 Patterson Avenue

Baltimore, MD 21215

Telephone: 410-764-3460

ATTACHMENT 16 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

☐ Bidder/Offeror is a nonprofit organization

☐ Bidder/Offeror is a public service company

☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

☐ All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

☐ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

☐ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

EXHIBIT A

**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date

Latest Update: July 28th, 2009